

C&Y INTERNATIONAL LOGISTICS PTY LTD (ABN 65 603 648 513)

GENERAL TERMS AND CONDITIONS OF TRADING

1. DEFINITIONS AND INTERPRETATION

Unless otherwise specified, the following definitions apply to the terms used in these conditions.

Terms	Definitions
C&Y	Means "C&Y International Logistics Pty Ltd" trade under ABN 65 603 648 513. For trading purposes, the entity also goes by the abbreviation "C&Y International". The term includes its officers, business premises, employees, servants, subcontractors, subsidiaries and agents.
Customer	Means any person, organisation, company, government or statutory body or authority, or any group or combination of such persons or entities, at whose request or on whose behalf C&Y undertakes any business, provides advice, information or services. The term is also referred to as "Client" or "Consignor" or "Consignee".
Goods	Means "Cargo" or "Consignment" or "Inventory" or refers to whatever is requested to be transported or warehoused by the Customer of C&Y or by its subcontractors for carriage to the place or destination of delivery, as specified by the Customer to C&Y. It also includes any container, packaging, or pallets provided by or for the Customer.
Services	Means any service provided, performed or arranged by C&Y confirmed in writing with the Customer.
Dangerous Goods	Means any of the Goods that are or may become noxious, dangerous, flammable, explosive, radioactive, or capable of causing or becoming liable to cause damage or injury to other property, or to any person or animal, in fact or at law.
Sub-Contractor	Shall mean and include: (a) All C&Y-related legal entities as defined by the Commonwealth Companies Act of 2001; (b) Railways owned or operated by the Commonwealth, a State, or a Territory; (c) Any individual, organisation, company, government, or statutory body or authority with whom C&Y may arrange for the transportation or warehousing of any Goods covered by these Terms and Conditions; (d) Individual who is or will be an employee, agent, servant, or subcontractor of anyone mentioned in the preceding definitions of "C&Y" and "Customer"; (e) Any individual with whom C&Y arranges for the storage of the Goods, as well as any person who is C&Y's employee, agent, servant, or subcontractor.
Person	Means any corporation, company, partnership or any other entity.
Force Majeure Event	Means an act, event, or circumstance beyond C&Y's reasonable control, such as but not limited to: (a) Natural disasters, including acts of God, lightning, earthquakes, floods, storms, explosions, and fires; (b) Warfare, acts of public enemies, terrorism, riots, civil unrest, malicious damage, sabotage, and revolution; (c) Any loss of power or scarcity of fuel, as well as any accident, collision, or breakdown of a vehicle, machinery, or equipment; (d) Labour disputes and strikes.
Interest	Means a monthly interest charge calculated at a rate of 1.5% on any outstanding amount, compounded weekly or monthly.
Fuel Surcharge	Means the fees applied by C&Y to domestic and international services, as published from time to time on the C&Y website.
GST	Means the goods and services tax imposed by or under a GST Law.
Valuables	Means bullion, coins, precious stones, jewellery, antiques or works of art.
Consequential Loss	Means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of these conditions and whether or not foreseeable at the time of entering into these conditions.

2. C&Y NOT A COMMON CARRIER

C&Y is not a common carrier and accepts no liability as such. All Goods and Services provided or performed by C&Y are subject to these Terms and Conditions.

- At its sole discretion, C&Y reserves the right to refuse carriage of the Goods to any Customer or any other Services, whether before or after carriage or service has commenced.
- In addition, C&Y reserves the right to open and inspect all Goods at its sole discretion, and the cost is borne by the Customer.
- It is recommended that the Customer obtain appropriate insurance prior to engaging C&Y services.

3. EXCLUSION AND LIMITATION OF LIABILITY

- In all circumstances, C&Y expressly excludes from these Terms and Conditions any and all conditions, guarantees, and terms implied by statute or general law.
- C&Y accepts no liability to the Customer for C&Y's acts or omissions, or for any loss, damage, deterioration, evaporation, or contamination of the Goods, or for any delay, non-delivery, or misdelivery of Goods, or for any other failure to supply the Goods on time, or arising out of the Goods or these Terms and Conditions.
- C&Y accepts no liability for, and the Customer releases and indemnifies C&Y against all loss, damage, costs and expense from any claim by the Customer in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to, or death of any person arising out of the acts or omissions of C&Y, or any or all of the Goods, any delay, non-delivery or other failures to supply the Goods, deterioration, evaporation, damage, contamination or loss of Goods or any failure arising or delay out of the storage of the Goods.
- The exclusions, releases, and indemnities set forth in clauses 3.1, 3.2, and 3.3 extend to loss of profits, loss of sales, interest, business, trade, brand value, or anticipated savings, as well as to any other indirect or consequential damage, and to economic loss, even if C&Y is aware of their possibility or foreseeability.
- These Terms and Conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.
- C&Y in addition to acting for itself, also acts for each of its servants, agents, and Sub-Contractors so these conditions, including any exclusions or limitations of liability herein apply and extend wholly to C&Y Sub-Contractors, and those Terms and Conditions of the Sub-Contractors shall form a part of, and apply in full force under these Terms and Conditions also, and all the rights, immunities and limitations of liability in these Terms and Conditions continue to have their full force and effect in all circumstances.
- C&Y is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for the Customer, nor any cost for failure to act on an instruction.
- Notwithstanding anything herein contained, C&Y shall continue to be subject to any implied warranty provided by the Trade Practices Act

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(Cth) 1974 if and to the extent that the said Act is applicable to these Terms and Conditions and prevents the exclusion restriction or modification of that warranty.

- 3.9. C&Y reserves the right to refuse to provide any service it provides for any reasonable reason, including work in progress services where sudden debtor risks arise, or where concerns about safe work practises or the environment arise. The Customer agrees and acknowledges that C&Y is not liable for any loss or damage resulting from such refusal of service caused to the Customer and/or its Goods or Services.
- 3.10. C&Y relies on the Customer to supply details of description, pallet/space, weight, items, quantity, value and measurement and condition of the Goods as supplied by the Customer however C&Y cannot verify and does not admit their accuracy.
- 3.11. C&Y shall not be liable for any liability, whether direct or indirect, arising out of any goods, instructions, business advice, information, services, or otherwise, whether or not C&Y, its servants, agents, sub-contractors, or other persons for whom C&Y is liable have been negligent.
- 3.12. C&Y shall not be liable for any special, incidental, indirect, consequential, punitive, or pure economic loss of any kind (including, without limitation, loss of markets, profits, revenues, business, or goodwill), regardless of whether such loss or damage was reasonably foreseeable, regardless of whether the loss or damage occurred in tort or otherwise, and regardless of whether C&Y was actually advised of the possibility of such loss or damage.
- 3.13. Nothing whatsoever done or omitted to be done or other conduct by C&Y in breach of contract or otherwise will under any circumstances constitute a fundamental breach of contract, or a repudiation of contract such as to have the effect of disentitling C&Y from obtaining the benefit of and enforcing all rights, defences, exemptions, immunities and limitations of liability of C&Y contained in these conditions, and all such rights, defences, exemptions, immunities, limitations of liability and like protection will continue to have full force and effect in any event whatsoever.
- 3.14. Notwithstanding any other provision of these conditions, C&Y will under no circumstances be liable for any claim for Consequential Loss.
- 3.15. Where clauses 3.2, 3.3 or 3.14 cannot legally operate and to the extent permitted by law, C&Y's liability (including for breach of any warranty, guarantee or any term implied by law in these conditions) is limited to:
 - (a) In the case of the supply by C&Y of Services, at the option of C&Y:
 - (i) Supplying the same service again for replacement goods of the same quantity and type as any lost or damaged Goods; or
 - (ii) The payment of the cost of another Person supplying the same service again for replacement goods of the same quantity and type as any lost or damaged Goods; or
 - (iii) A\$100.00.
 - (b) In the case of the supply by C&Y of Goods, at the option of C&Y:
 - (i) The lowest of the cost of replacing the goods; or
 - (ii) Acquiring equivalent goods; or
 - (iii) Having the goods repaired; or
 - (iv) A\$100.00.

4. CUSTOMER'S WARRANTIES

- 4.1. Customer warrants to C&Y that maintains relatively adequate insurance coverage for the services of the Goods and for the Goods themselves both prior to and at the time of entering into these Terms and Conditions, and acknowledges and agrees that C&Y shall not be liable for such insurance.
- 4.2. The Customer warrants that the Person delivering the Goods to C&Y is authorised to sign the Customer's letter of instruction, waybill, and/or consignment note containing these Terms and Conditions, and that he has the consent of anyone who has an interest in the Goods or any part of them. Without limiting the foregoing warranty, the Customer agrees to hold C&Y harmless from any liability arising from the Goods to any person claiming to own, have, or acquire an interest in the Goods or any part of them.
- 4.3. Customer has wholly and accurately described the Goods, including its nature, branding, marking, labelling, classification, weight, and measurements, and has complied with all applicable laws and regulations, including the Australian Code for Transport of Dangerous Goods by Road and Rail and Civil Aviation Regulations and the International Maritime Dangerous Goods Code. The Goods must be packaged appropriately to withstand the general risks of transportation, handling, and warehousing due to their nature.
- 4.4. The Customer warrants that any Services provided or arranged by C&Y to fulfil the Customer's instructions in respect of the Goods shall not be in breach of any law.
- 4.5. Customer shall arrange for inspection of the goods at the time of delivery and shall notify C&Y in writing of any alleged damage or shortage in quantity. If the alleged damage or quantity shortage is not apparent at the time of delivery, Customer must notify C&Y in writing of the alleged damage or quantity shortage within 48 hours of delivery (time being of the essence) Customer shall permit C&Y to inspect the Goods immediately upon receipt of notice of such alleged damage or shortage. If Customer fails to comply with this provision, Customer warrants that it will hold C&Y harmless and will not bring any claim, demand or action against C&Y for the alleged damage or shortage.

5. CUSTOMER'S INDEMNITIES

- 5.1. The Customer shall indemnify C&Y and its subcontractors against any claims, losses, damages, payments, penalties, costs, duties, taxes or other expenses, howsoever arising, in respect of any services arranged or performed by C&Y directly or indirectly in connection with the Goods and/or any such expenses arising from any breach of these Terms and Conditions by the Customer.
- 5.2. Without limiting the generality of the foregoing provisions, the Customer shall continue to be responsible for all fees paid by C&Y to any of its agents or subcontractors.
- 5.3. The Customer shall indemnify C&Y for any inherent defect, quality or any loss or damage caused by the defect.
- 5.4. In addition to the foregoing, the Customer shall bear all or any liability and compensation for any loss of profit or any type of indirect or consequential loss or damage, including market loss or contract loss, caused by the services provided in relation to the goods, regardless of the reason.
- 5.5. If the Customer fails to return any container or transportation equipment related to the performance of the Service before the date required by any agreement between C&Y and the supplier of the container or transportation equipment, the Customer shall compensate C&Y for the above.

6. CLAIMS & INSURANCE

- 6.1. Customer must file a notice of claim for C&Y's consideration and decision within seven (7) days of the date of delivery, non-delivery, or other events giving rise to the claim.
- 6.2. Customer failure to notify or file a notice of claim within the time specified in clause 6.1 shall be evidence of satisfactory performance of C&Y's services and obligations thereunder. In any event, C&Y shall be released from all liability in relation to the Goods and no further claims shall arise from the Customer in respect of the Goods.
- 6.3. In addition to the foregoing, Customer agrees that C&Y shall not be liable for damage to or loss of the Goods or any part of the Goods, nor

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for loss of trade resulting from consultancy services, advice, acts of direct commercial intervention or instructions relied upon.

6.4. The Customer accepts without limitation the following:

- (a) The provision, transportation, handling and storage of the Goods and Services are entirely at Customer's risk and C&Y shall not be obliged to arrange insurance for Customer to protect the Goods and Services against direct or indirect loss of any kind, nor shall it arrange any form of such insurance unless effected in writing by special arrangement.
- (b) No claim shall be made against C&Y for failure to arrange insurance on behalf of Customer, or for failure to insure the Goods in transit, handling and storage, or for the results of advice provided by its consulting services.

7. QUOTATIONS AND CHARGES

- 7.1. Unless otherwise specified, any quote provided by C&Y to the Customer shall be valid for thirty (30) days from the date of the quote.
- 7.2. Acceptance of a quotation is valid only if it is signed and returned to C&Y within the time period specified above, or if trade begins prior to or after this date, and charges will commence on this date.
- 7.3. Quotations and C&Y's standard rate schedule are subject to change at any time, and C&Y reserves the right to make such changes upon not less than seven (7) calendar business days written notice to Customer. The changed rates will apply as of the date specified by C&Y.
- 7.4. Unless otherwise specified in writing by C&Y, Customer must pay C&Y within seven (7) days of the date of C&Y's tax invoice.
- 7.5. C&Y may, at its discretion, charge Interest on any outstanding amount at a monthly interest charge calculated at a rate of 1.5%, compounded weekly. Or at the maximum commercial overdraft interest rate for amounts not exceeding \$100,000.00 (one hundred thousand dollars) as charged by C&Y's banking institution or exercise its right to a lien over the Customer's Goods.
- 7.6. C&Y quotations and standard rate schedules form part of these Terms and Conditions, and acceptance of the quotation in writing by Customer, or otherwise execution by commencing a business trade whether or not a signed quote is returned, means that these Terms and Conditions are accepted in their entirety and are effective immediately.
- 7.7. Refund of Charges by C&Y is not applicable under any circumstances.
- 7.8. Any special instructions given by the Customer that the Charges will be paid by the Consignee or any other third party will be deemed to include a provision that if the Charges are not paid by the Consignee or third party within seven (7) days of the date of delivery or attempted delivery of the Goods, the Customer will pay such Charges.
- 7.9. In addition to any other charges due, Customer must pay:
 - (a) To provide or pay for labour or machinery, or both, used in loading or unloading the Goods;
 - (b) Pay C&Y's expenses and fees for compliance with any law or regulation or any order or requirement made thereunder, or with the requirements of any market, terminal, dock, railway, shipping, customs, excise or warehouse or other authorities;
 - (c) If any Goods are under customs control, to pay all duties, excise taxes and charges, including any fines or penalties that C&Y is liable to pay or to pay;
 - (d) Enforcement costs and Interest related to any outstanding amounts;
 - (e) Any proportionate additional costs if the Goods are at any time re-quantified, re-weighed or re-measured;
 - (f) All taxes imposed on all or any part of the Goods, the carriage of the Goods or any other Services, and any taxes in the nature of excise duties;
 - (g) Road tolls incurred by the vehicle in performing the Services;
 - (h) All other charges in connection with the Services provided by C&Y or any third party, whether or not payable to C&Y or a third party, including shipping, customs, railway, port charges, Fuel Surcharges and other charges.
- 7.10. Unless otherwise specified, all quote and invoices by C&Y are subject to GST and any other applicable taxes, duties or charges, imposed by any government or statutory authority.

8. SUB-CONTRACTING

- 8.1. C&Y may, in its sole discretion, subcontract all or part of the Services on any terms.
- 8.2. Customer agrees that:
 - (a) No claim or allegation shall be made against any employee, agent or subcontractor of C&Y requiring or attempting to hold such person liable for any liability arising out of or in any way connected with the Goods or its Services, whether or not arising from its negligent or wilful acts or omissions,
 - (b) And if such claim or allegation should nevertheless be made, to indemnified C&Y against all consequences of any such claim or allegation;
 - (c) Each of the exemptions, limitations, conditions, and freedoms set forth in these conditions, as well as any other rights, exemptions, defences, or exemptions applicable to C&Y or to which C&Y is entitled under these conditions, shall apply to and extend to the protection of:
 - (i) All Sub-Contractors;
 - (ii) Every C&Y or Sub-Contractor employee, agent, servant, or Sub-Contractor;
 - (iii) Any other person besides C&Y who performs the Services or any part of them; and
 - (iv) All Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 8.2(c) (i), 8.2(c) (ii) or 8.2(c) (iii).

9. PAYMENT OF SERVICE EXPENSES

- 9.1. The Customer must:
 - (a) Pay reasonable additional charges as required by C&Y's written or verbal notice to ensure the Goods' safe, compliant, and profitable transportation;
 - (b) Pay reasonable charges arising from Services that have not been quoted by C&Y, in accordance with C&Y's written or verbal communication of a requirement to do so;
 - (c) Pay additional Charges where the service requires a specialised vehicle to complete the task, such as a tailgate or tail-lift, hand unload, upper-level delivery, or other exception where additional costs arise, as agreed by the parties verbally or in writing;
 - (d) Pay demurrage Charges in accordance with the Customers quotation where a vehicle is unduly delayed at collection or delivery;
 - (e) Pay additional Charges for express freight where such service is requested by the Customer and Charges are agreed;
 - (f) Pay additional Charges for express priority freight where such service is requested by the Customer and Charges are agreed;
 - (g) Pay additional Charges for dangerous goods, container tailgates, AQIS and customs services and inspections, futile delivery, couriers, weekend, public holiday, or out of business hours transport, and any other services as required by the Customer and Charges are agreed;
 - (h) Pay statutory fines arising from non-compliance, misstatements of weight, dimension, or composition of goods, or falsely declared or missing documentation;

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- (i) Pay fees without notice or prior agreement between C&Y and the Customer when charges are reasonably levied by C&Y for unforeseen circumstances, or are incurred to directly mitigate a higher consequential cost to the client (perceived or real), or if the client cannot be reached during or after business hours and action is required to avoid higher potential costs or losses;
- (j) Pay for Charges arising from the hire, recovery and or replacement of all pallets by C&Y for transportation of the Goods, where the Customer's, Consignor, and or Consignee's equipment exchange or transfer procedures fail and consequential costs arise;
- (k) Pay additional Charges for container detention (for late off-hire), Container wharf storage (for late import container collection), Container late lodgement (for late export container delivery), or other related costs for container cleaning, or container repair due to damages, where it is obliged to do so.

10. METHOD OF CARRIAGE

10.1. The Customer hereby authorises C&Y:

- (a) May use any method, route, or procedure for the carriage, storage, or loading of the Goods at any time and without notice to the owner of the Goods;
- (b) Load or carry the Goods by any method of transport;
- (c) Unloading, loading, or removing Goods from any location, and/or forwarding Goods in any way;
- (d) Perform Services at its sole discretion, at any speed or via any route;
- (e) Transfer the Goods to or remain at any place in any order, one or more times;
- (f) To load or unload the Goods at any time and in any location;
- (g) To comply any order issued by the relevant authority or its representative or agency, as well as any recommendation made by them;
- (h) On the advice of any person entitled to give orders or directions in connection with the performance of the Services in accordance with the terms of the insurance of the conveyance used by C&Y;

10.2. Anything carried out in accordance with the above clause 10.1 or any delay incurred as a result shall be deemed to be in compliance with the service regulations, and shall not be deemed to be a service deviation of any nature or degree.

10.3. If the Customer expressly or impliedly instructs C&Y to use, or it is expressly or impliedly agreed that C&Y will use a particular method of handling or storing the Goods or a particular method of carriage whether by road, rail, sea or air, C&Y will give priority to that method but if that method cannot conveniently be adopted by C&Y for any reason whatsoever, the Customer hereby authorises C&Y to handle or store or to carry, or have the Goods carried by any other method, or methods C&Y in its discretion thinks fit.

11. DELIVERY

11.1. C&Y is authorised to deliver the Goods to the Customer at the address provided by the Customer for that purpose, and it is expressly agreed that C&Y will be deemed to have delivered the Goods in accordance with the Terms and Conditions between C&Y and the Customer if C&Y obtains a receipt or a signed docket or photos evidence for delivery of the Goods from any person at that address.

11.2. If the address provided to C&Y for delivery purposes is unattended at the time of delivery, or if C&Y is unable to effect delivery for any reason other than negligence, C&Y may deposit the Goods at that address, which shall be deemed to be delivery under the Contract, or store the Goods at a location determined by C&Y to be necessary or appropriate for storage of those Goods. Additionally, if the Customer's Goods are stored, the Customer shall reimburse C&Y for all costs and expenses incurred in connection with the storage and redelivery.

11.3. It is agreed that the person delivering any Goods to C&Y for carriage or transportation and or storage is authorised to sign the documentation evidencing this agreement for or on behalf of the Customer.

12. WAREHOUSING

12.1. C&Y reserves the right to refuse at its discretion the storage of Goods, subject to Clause 3.9.

12.2. The Goods are Stored entirely at the risk of the Customer, and C&Y accepts no liability for the Goods whatsoever.

12.3. C&Y relies on the Customer to supply details of description, pallet/space, weight, items, quantity, value and measurement and condition of the Goods as supplied by the Customer however C&Y cannot verify and does not admit their accuracy.

12.4. If the Customer requests a method of storage, handling, or carriage that C&Y does not offer as standard practise, C&Y will make every reasonable effort to comply with the Customer's request; however, if the preferred method is not feasible, C&Y will use any method of storage, handling, or carriage that is practical and safe.

12.5. The Customer irrevocably agrees that C&Y is under no obligation or right, and assumes no liability, to manage pallet equipment hire on behalf of the Customer, the consignee, the consignor, or its Sub-Contractors. C&Y will record details about pallet equipment on its consignment notes if the Customer provides them; however, C&Y cannot verify or admit to the accuracy of this information.

12.6. The Customer indemnifies C&Y without limitation against any claims for loss or expense resulting from any party's pallet equipment control errors or poor pallet management practises.

12.7. The storage charges do not include the costs of loading, unloading, removing, packing, unpacking, stowing, restoring, assembling, cutting, remanufacturing, preparing reports and inventories at the Consignor's request, or delivering any Goods.

12.8. C&Y retains the right to transfer the Goods from one place of storage to another at its discretion.

12.9. Customer must notify C&Y 48 hours in advance of intending to remove Goods from storage.

12.10. C&Y may, at its discretion, permit the Customer to inspect the Goods upon reasonable written notice, provided that such inspection is conducted at the Customer's risk.

12.11. C&Y will not be obligated to deliver any Goods to anyone other than the Customer or a person authorised in writing by the Customer to receive the Goods without the Customer's prior written authorisation and/or payment of all amounts due to C&Y on any account whatsoever.

12.12. Within seven (7) days of receipt of written notice from C&Y, the Customer will remove its Goods from storage.

12.13. If any identifying document or mark is lost, damaged, destroyed, or defaced, C&Y reserves the right to inspect any document, wrapping, package, or other container in which the Goods are placed or transported to ascertain their nature or condition or to ascertain their ownership.

13. LOADING OR UNLOADING

13.1. The Customer is and will continue to be liable to C&Y for all reasonable charges incurred for any reason. C&Y may assess a fee in accordance with C&Y's schedule of rates for any delay in loading or unloading exceeding 60 minutes for full loads and 30 minutes for part loads that is not the result of C&Y's default. The permitted delay period begins when the C&Y reports for loading or unloading.

13.2. The Customer shall bear the cost and responsibility for loading and unloading the Goods onto and from the applicable transportation vehicle.

13.3. The Customer shall provide adequate and suitable loading and unloading facilities and equipment for the Goods from the applicable transportation vehicle. Additionally, the Customer warrants that the Goods will be capable of being transported in such vehicle.

13.4. Prior to loading the Goods, the Customer has the right to inspect the transportation vehicle. In the absence of an inspection or complaint, the transportation vehicle will be deemed adequate and suitable for the carriage of the Goods. Following that, the Customer shall have no

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recourse against C&Y regarding the vehicle's condition, and C&Y shall bear no liability for any loss or damage caused by the vehicle's inadequate or unsound condition.

14. VALUABLES, DANGEROUS GOODS, PERISHABLE GOODS, LIVESTOCK, PLANTS

- 14.1. C&Y will not accept Dangerous Goods, Valuables, Perishable Goods, Livestock, or Plants for Services arranged or performed by C&Y unless otherwise agreed in writing. If the Customer nevertheless delivers such Goods to C&Y or causes C&Y to handle or deal with such Goods in any manner other than as agreed in writing, the Customer shall be liable for any loss or damage incurred as a result of such delivery or handling, whether direct, indirect, or consequential, and regardless of how caused, and the Customer shall indemnify C&Y from and against all penalties, taxes, duties, claims, demands, and damages.
- 14.2. Prior to or at the time of entering into these Terms and Conditions, Customer shall provide C&Y with accurate details in writing of the class, volume and type of packaging of dangerous or hazardous goods through appropriate material safety forms and emergency procedure guidelines so that C&Y may, at its absolute discretion, accept or refuse to proceed with the transaction and, at the time of proceeding, notify all parties as necessary to ensure compliance in the transportation, storage and handling of dangerous class goods.
- 14.3. In the event that C&Y discovers hazardous or dangerous Goods that have not been disclosed, C&Y may store the discovered dangerous Goods at the Customer's expense in order for the Customer to arrange for appropriate measures to rectify the non-compliance and resume transport services.
- 14.4. If the Customer fails or neglects to notify C&Y of dangerous goods presented for carriage, handling, or storage, the Customer will be liable for all and any loss or loss resulting from the Customer's failure or neglect to notify C&Y, the indemnity extends to Consequential Loss.
- 14.5. The Customer must comply with all applicable laws, regulations, ordinances, and codes governing the carriage of dangerous goods, including but not limited to the Australian Code for the Road and Rail Transport of Dangerous Goods.
- 14.6. If C&Y believes that the Goods are or are likely to become dangerous, flammable, or damaging, the Goods may be destroyed, disposed of, abandoned, or rendered harmless at any time without compensation to the Customer and without prejudice to C&Y's right to charge for Services of the Goods.

15. GENERAL LIEN OVER GOODS

- 15.1. Upon acceptance of the Goods, C&Y will place a full lien on all charges that are or may become payable. If the lien is not satisfied and/or the Goods are not collected or delivered, then C&Y may, at its sole discretion and without notice, after one month, either:
- (a) Remove such Goods or a portion thereof and store them in such a location and manner as C&Y deems appropriate, at the Customer's risk and expense; or
 - (b) Open any package and sell the Goods or a portion thereof on the terms determined by C&Y, and apply the proceeds in part or in full to the discharge of the lien and sale costs, without being liable to any person or entity for any loss or damage incurred by the Customer as a result of the sale.
- 15.2. If the Customer requests and C&Y agrees to store or warehouse the Goods for the Customer for any period of time, and if the Customer fails to make account payments for periods longer than 28 days, C&Y shall be entitled to:
- (a) Sell all or any of the Customer's Goods by public auction or private treaty at any time thereafter without further notice to the Customer. And apply the nett proceeds to satisfy any amount owed by the Customer to C&Y, and keep the balance of the sale proceeds, if any, on the Customer's account;
 - (b) Suspend or cease to provide all or any part of the Services without notice to the Customer, without liability to the Customer or any third party;
- 15.3. C&Y reserves the right to deduct or set off from any moneys owed by the Customer any and all debts and amounts owed by the Customer under these Terms and Conditions or any other related contract or agreement.
- 15.4. The Customer agrees that the lien arising under these conditions is a security interest.
- 15.5. If requested by C&Y, then Customer must take any action promptly upon receipt of C&Y's request to ensure that any security interest created or provided for under these Conditions is enforceable, perfected (including, but not limited to, perfected by registration), maintained and effective. Anything required to be done by Customer under these Terms will be done at Customer's own expense. Customer agrees to reimburse C&Y for the cost of any action taken by C&Y under or in connection with these Terms.

16. SERVICE OF NOTICES

- 16.1. Notices under these Terms and Conditions may be given or served to the Customer via email, prepaid post, facsimile number, or by hand at the Customer's last known address as determined by C&Y.

17. SEVERANCE, VARIATIONS AND WAIVER

- 17.1. If any provision of these Terms and Conditions is held to be unenforceable, the unenforceability of that provision has no effect on the remaining provisions of the Terms and Conditions or on any other term or condition.
- 17.2. C&Y is not bound by any waiver, discharge, or release of a condition, or by any agreement that modifies these Terms and Conditions, unless such waiver, discharge, or release is in writing and signed for C&Y by an authorised officer.
- 17.3. If C&Y waives a condition, the waiver does not constitute a waiver of subsequent breaches of the same or any other condition, nor does it constitute a continuing waiver.

18. LAW AND JURISDICTION

- 18.1. These Terms and Conditions are governed and must be construed under the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.
- 18.2. Headings are included for convenience only and do not affect interpretation of these conditions.
- 18.3. Singular nouns include plural nouns and vice versa, and gender nouns include other genders.
- 18.4. Where the Customer, Consignor, or Consignee are comprised of two or more entities, any agreement or obligation that the Customer, Consignor, or Consignee must perform or observe binds those entities jointly and severally.
- 18.5. If any part of these conditions is invalid or unenforceable, that part will be interpreted to the extent necessary to avoid invalidity or unenforceability, if possible, or will be considered deleted. And these conditions will otherwise remain in full force and effect.

19. FORCE MAJEURE

- 19.1. C&Y shall not be liable for any failure or delay in performing the Services that is caused, in whole or in part, by a Force Majeure Event. Force Majeure shall include, but not be limited to, an act of God, a strike, a lockout, an act of the public enemy, a war, a blockade, an act of terrorism, a revolution, a riot, an insurrection, a civil commotion, lightning, fire, storms, flood, explosion, an act of State, government

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restraints and restrictions, embargoes, the inaccessibility of equipment, plant, goods, all such events being beyond the reasonable control of the party claiming benefit.